



PATENT  
Docket No. 310.00230101

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

Applicant(s):	Christie G. Enke	)	Group Art Unit:	2881
		)		
Serial No.:	10/804,968	)	Examiner:	Unassigned
Confirmation No.:	7863	)		
		)		
Filed:	March 18, 2004	)		
		)		
For:	DISTANCE OF FLIGHT SPECTROMETER FOR MS AND SIMULTANEOUS SCANLESS MS/MS			

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**ELECTION UNDER 37 C.F.R. §3.71, REVOCATION,  
POWER OF ATTORNEY, AND CERTIFICATE UNDER §3.73(b)**

Mail Stop Missing Parts  
Commissioner for Patents  
P.O. Box 1450  
Alexandria, VA 22313-1450

Dear Sir:

The Assignee **SCIENCE & TECHNOLOGY CORPORATION @ UNM** of the entire interest in the above-identified application hereby elects, under 37 C.F.R. §3.71, to prosecute the application to the exclusion of the inventor.

The Assignee hereby revokes any previous Powers of Attorney and appoints those registered patent attorneys and registered patent agents associated with Customer Number 26813 as its attorney or agent (with full powers of appointment, substitution, and revocation) to prosecute the application, and any division, continuation, continuation-in-part, reexamination, or reissue thereof, to make alterations and amendments therein, and to transact all business in the Patent and Trademark Office in connection therewith, and to receive any Letters Patent.

*Serial No.: 10/804,968*

*Confirmation No.: 7863*

*Filed: March 18, 2004*

*Title: DISTANCE OF FLIGHT SPECTROMETER FOR MS AND SIMULTANEOUS SCANLESS MS/MS*

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Please send correspondence to the following address:

Attention: Victoria A. Sandberg

Mueiting, Raasch & Gebhardt, P.A.

P.O. Box 581415

Minneapolis, MN 55458-1415

**Customer Number 26,813**

SCIENCE & TECHNOLOGY CORPORATION @ UNM states that it is the assignee of the entire right, title and interest in the above-identified patent application by virtue of a chain of title from the inventor(s) of the above-identified patent application to the current assignee, as follows:

1. From the inventor(s) to the **University of New Mexico** on **01/28/03**;
2. From the **University of New Mexico** to **Science & Technology Corporation @ UNM** on **02/05/03**.

Copies of assignments or other documents in the chain of title are attached. The assignment(s) or other documents have been or are concurrently being recorded with the U.S. Patent and Trademark Office.

The undersigned (whose title is supplied below) is empowered to sign this document on behalf of the Assignee.

ASSIGNEE:

**SCIENCE & TECHNOLOGY  
CORPORATION @ UNM**

8/18/04  
Date

Elizabeth J. Kuuttila  
Signature

Elizabeth J. Kuuttila  
Typed or Printed Name

President & CEO  
Title

## INVENTOR ASSIGNMENT TO UNM

ASSIGNMENT from \_\_\_\_\_ whose addresses are set forth on the signature page hereof (the "Inventors"), to the University of New Mexico, an educational institution of the State of New Mexico, whose address is c/o Patent Administration Office, Hokona Hall, Zuni Wing, Rm. 357, Albuquerque, New Mexico 87131 (the "University").

WHEREAS, the Inventors, while employed by the University, conceived and/or reduced to practice one or more inventions which are described both in the disclosure described below and in other materials associated with the disclosure, including materials prepared after the date of this Assignment. The disclosure is identified as:

<u>UNM Docket No.</u>	<u>Title</u>
UNM-638	Distance of flight mass spectrometer for MS and simultaneous scanless MS/MS

(both the disclosure and the associated materials are collectively referred to herein as the "Invention Disclosure");

WHEREAS, one or more patent application(s) either have been or may be filed in the future in the United States Patent and Trademark Office and other patent offices covering the invention or inventions described in the Invention Disclosure (collectively, the "Patent Application(s)"). Any such patent application(s) filed as of the date hereof are described below:

<u>Patent App.</u>	<u>Serial No.</u>	<u>Country</u>	<u>Date of Filing</u>	<u>Title</u>
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None

And,

WHEREAS, the University is legally entitled to obtain a formal assignment from the Inventors of their entire right, title, and interest in and to invention(s) and related technology created by Inventors during their employ by the University.

NOW, THEREFORE, the Inventors do hereby assign and transfer unto the University all their right, title, and interest in and to: (a) the invention(s) described in the Invention Disclosure and/or Patent Application(s); (b) any technical information, know-how, trade secret, process, procedure, composition, biological materials, device, method, formula, protocol, technique, software, design, tradename, trademark, copyright, copyrightable material, drawing or data which is related to the aforesaid invention(s) and/or that is included in the Invention Disclosure, whether or not covered by the Patent Application(s); (c) the Patent Application(s) including but not limited to all divisions, reissues, continuations, continuations-in-part, continuing patent applications, substitutions, renewals, extensions filed and all patent(s) issuing thereon in the United States and all foreign countries; (d) all improvements to the invention(s) described in the Invention Disclosure and/or Patent Application(s) hereafter made or invented by any of the Inventors during their employment with the University (all of the foregoing, (a), (b), (c), and (d) being collectively referred to hereafter as the "Invention"); and (e) the right to assert claims and bring lawsuits for any violation or infringement of any of the intellectual property rights assigned hereby, including all patents issuing on the Patent Application(s).

THE INVENTORS FURTHER ACKNOWLEDGE AND AGREE AS FOLLOWS:

1. In accordance with the University's policies and practices, all net revenues from the Invention (all income received by the University, or its assignee, from commercialization of the Invention, not including payments for research, development or reimbursement of certain costs), shall be divided as follows: forty percent (40%) equally to the Inventors (unless the Inventors have otherwise agreed in writing and so notified the University), forty percent (40%) to the Science & Technology Corporation @ UNM, and twenty percent (20%) to the University.
2. For the purpose of enabling the University, its successors and assigns, to obtain, defend and enforce all United States and foreign intellectual property rights in the Invention, the Inventors shall timely communicate all information, execute all documents, testify in all legal proceedings and take all such other actions necessary or desirable to accomplish such purpose.
3. The Inventors authorize the attorneys of record for the Patent Application(s) to insert in this Assignment where indicated above, or in an Addendum to be attached hereto, the filing date, country where filed, title and serial number of such Patent Application(s) filed hereafter as they become officially known.
4. The Inventors authorize and request all domestic and foreign patent office officials to issue all patents, when granted, to the University, its successors and assigns.
5. The Inventors warrant and represent that no assignment, sale, agreement or encumbrance has been or will be made or entered into by them which would conflict with this Assignment.
6. If there shall only be one Inventor, all references herein to Inventors shall be deemed to refer to said Inventor. If there shall be more than one Inventor, this Assignment may be signed in multiple counterparts and all such counterparts shall be deemed to constitute a single instrument.
7. THE UNDERSIGNED INVENTORS ACKNOWLEDGE BY THEIR RESPECTIVE SIGNATURES HERETO THAT THEY HAVE READ THE FOREGOING, UNDERSTAND ITS CONTENTS AND HAVE HAD THE OPPORTUNITY TO CONSULT LEGAL COUNSEL OF THEIR CHOOSING CONCERNING THEIR RIGHTS AND OBLIGATIONS HEREUNDER.

Christie G Enke  
Assignor:

Jan 28, 2003  
Date

Address: 33 Vista de Oro  
Placitas, NM 87043

STATE OF NEW MEXICO

COUNTY OF BERNALILLO

ss.

The foregoing instrument was subscribed and acknowledged before me, this 28<sup>th</sup>  
day of January, 2003, by CHRISTIE G. ENKE  
Name of signatories witnessed

Sheresa Kelly  
Notary Public

My Commission Expires:

7/29/2004

Seal

## INVENTION ASSIGNMENT FROM UNM TO STC

INVENTION ASSIGNMENT from the University of New Mexico, an educational institution of the State of New Mexico, whose address is c/o Patent Administration Office, Hokona Hall, Zuni Wing, Rm. 357, Albuquerque, New Mexico 87131 (the "University") to Science & Technology Corporation @ UNM, a nonprofit corporation formed by the University to commercialize technology developed at the University, whose address is 801 University Blvd. SE, Suite 101, Albuquerque, New Mexico 87106 ("STC").

WHEREAS, certain inventors (the "Inventors") while employed by the University, conceived and/or reduced to practice, and subsequently assigned to the University, one or more inventions which are described both in the disclosure described below and in other materials associated with the disclosure, including materials prepared after the date of such assignment to the University. The disclosure is identified as:

**UNM Docket No.**  
**UNM-638**

**Title**  
**Distance of flight mass spectrometer for MS and simultaneous scanless MS/MS**

(both the disclosure and the associated materials are collectively referred to herein as the "Invention Disclosure");

WHEREAS, one or more patent application(s) either have been or may be filed in the future in the United States Patent and Trademark Office and other patent offices covering the invention or inventions described in the Invention Disclosure (collectively, the "Patent Application(s)"). Any such patent application(s) filed as of the date hereof are described below:

**Patent Appl.**  
**Serial No.**

**Country**

**Date of Filing**

**Title**

and

WHEREAS, STC, pursuant to an agreement between it and the University, has requested the University to assign its entire right, title, and interest in and to invention(s) and related technology assigned by the Inventors to the University.

NOW, THEREFORE, the University does hereby assign and transfer unto STC all its right, title, and interest in and to: (a) the invention(s) described in the Invention Disclosure and/or Patent Application(s); (b) any technical information, know-how, trade secret, process, procedure, composition, biological materials, device, method, formula, protocol, technique, software, design, tradename, trademark, copyright, copyrightable material, drawing or data which is related to the aforesaid invention(s) and/or that is included in the Invention Disclosure, whether or not covered by the Patent Application(s); (c) the Patent Application(s) including but not limited to all divisions, reissues, continuations, continuations-in-part, continuing patent applications, substitutions, renewals, extensions filed and all patent(s) issuing thereon in the United States and all foreign countries; (d) to the extent the University owns the same under its policies and practices, all improvements to the invention(s) described in the Invention Disclosure and/or Patent Application(s) hereafter made or invented by any of the Inventors while employed by the University (all of the foregoing, (a), (b), (c), and (d) being collectively referred to hereafter as the "Invention"); and (e) the right to assert claims and bring lawsuits for any violation or infringement of any of the intellectual property rights assigned hereby, including all patents issuing on the Patent Application(s).

THE UNIVERSITY FURTHER ACKNOWLEDGES AND AGREES AS FOLLOWS:

1. For the purpose of enabling STC, its successors and assigns, to obtain, defend and enforce all United States and foreign intellectual property rights in the Invention, the University agrees to provide all reasonable and necessary assistance in requiring the Inventors to timely communicate all information, execute all documents, testify in all legal proceedings and take all such other actions necessary or desirable to accomplish such purpose.
2. The University authorizes the attorneys of record for the Patent Application(s) to insert in this Assignment where indicated above, or in an Addendum to be attached hereto, the filing date, country where filed, title and serial number of such Patent Application(s) filed hereafter as they become officially known.
3. The University authorizes and requests all domestic and foreign patent office officials to issue all patents, when granted, to STC, its successors and assigns.
4. The University represents that no assignment, sale, agreement or encumbrance has been or will be made or entered into by it which would conflict with this Assignment.
5. Notwithstanding this Assignment, UNM reserves the right to use the Invention for internal research, development, and educational purposes.
6. To the extent the Invention has been developed under one or more funding agreements with the Government of the United States of America, the Government has certain rights as specified in 35 U.S.C. §§200 *et seq.*, including the right of the Government to practice the Invention, or have the Invention practiced, on its behalf. This Assignment is explicitly made subject to such Government rights.

**Regents of the University of New Mexico**

By: Julie Weeks Gutierrez  
Julie Weeks Gutierrez  
Title: Vice President for Business & Finance

STATE OF NEW MEXICO                    )  
  )  
COUNTY OF BERNALILLO                )       ss.

5 The foregoing instrument was subscribed and acknowledged before me, this  
day of February, 2003, by Julie Weeks Gutierrez.

Theresa Chavez  
Notary Public

My Commission Expires:  
Sept 12, 2005

Seal: